

#	DOC NAME (RFS or Attachment)	PAGE # OR SECTION #	RESPONDENTS QUESTION	STATE'S RESPONSE
1	Solicitation	1	Please confirm the Solicitation number associated with this Competitive Bid Solicitation is: 400-15-A.	Competitive Bid Solicitation is: 400-15-A
2	Solicitation	2	Are there any legal distinctions between a request for proposal, an invitation for bids, and a Competitive Bid Solicitation? If yes, please provide a brief summary of any distinctions.	The Indiana Department of Administration requires telephone or information written quotes for purchases valued between \$500 and \$5,000, formal written quotes in the form of a Request for Quotation (RFQ) for purchases valued between \$5,000 and \$75,000, and formal competitive bid or Request for Proposal (RFP) for purchases valued over \$75,000. More clarification can be found in the IDOA Vendor Handbook, http://www.in.gov/idoa/files/VendorHandbook.pdf
3	Solicitation	2	EBT – When does the State anticipate piloting EBT, and when is full implementation anticipated?	Current EBT pilot date is January 2016 but it could be moved up to October 2015 if development goes well. Full implementation will be completed by September 2016.
4	Solicitation	2	What type of EBT system will Indiana WIC be implementing?	Online
5	Solicitation	2	Does the State expect the transition to EBT will result in some of the currently authorized vendors not qualifying to be WIC vendors once the transition is complete? Does the State expect the transition to EBT will change the mix of vendors currently authorized (i.e., more large vendors, few small vendors, etc.)?	A minimal number of small vendors may choose to not convert to EBT and therefore no longer be WIC authorized.
6	Solicitation	4	Definition of <i>Primary Contract Infant Formula</i> – Please confirm the primary contract infant formula must meet the minimum requirements specified in Table 4 of USDA WIC regulations at 246.10(e)(12).	Yes. Primary Contract Infant Formula must meet the minimum requirements specified in Table 4 of USDA WIC regulations at 246.10(e)(12).
7	Solicitation	4	Retail Food Delivery System – What are the top 5 retail chains in the State in terms of total WIC dollar volume?	Walmart, Kroger, Meijer, Marsh, Strack & Van Til
8	Solicitation	4	Retail Food Delivery System – How many WIC-only (above 50 percent vendors) currently operate in Indiana. What percentage of WIC Food Instruments is redeemed at WIC-only stores?	Indiana does not authorize any above 50 percent retail vendors.
9	Solicitation	5	Section 1.4 – What is meant by “unduplicated participants”?	“Unduplicated participants” are defined as participants who are counted only once per period regardless of check issuance and no matter how many services they received.
10	Solicitation	5	Section 1.4 – Please provide updated information on participation within the Indiana WIC Program. We request the state provide the following information based on currently available FY 2014 data: (1) The number of fully formula fed infants; (2) The number of partially breastfeeding infants; and (3) The number of exclusively breastfed infants	We do not track numbers of unduplicated fully formula fed, partially breastfed and exclusively breastfed infants. Based on FY2014, fully formula fed infants comprise 82% of the total duplicated participation, while exclusively and partially breastfed infants comprise 9% each of the total duplicated participation. Based on these percentages, the FY2014 estimated numbers are: (1) 71,042 fully formula fed infants; (2) 7,797 partially breastfed infants; and (3) 7,797 exclusively breastfed infants.
11	Solicitation	5	Section 1.4 – This section states 46,087 infants were exclusively breastfed during the 2013 federal fiscal year. We assume this is an error. Please revise or confirm this number.	In FY2013, the estimated number of exclusively breastfed infants was 7,878 (9% from the total duplicated participation).
12	Solicitation	5	Section 1.4 – Please provide the number of containers of exempt infant formula issued to WIC participants during federal fiscal year 2014. Please specify these numbers by brand name of the product.	See document titled Special Formula Issued FY 14.
13	Solicitation	6	Section 1.4 - Please confirm the Indiana WIC Program will only bill the Contractor for rebates on containers of infant formula actually purchased at authorized retail vendors by WIC participants.	Confirmed. A partial redemption factor will be utilized until EBT is fully implemented and all checks have been processed.
14	Solicitation	7	Page 7, Section 1.4 – This section indicates, the “State allows for the purchase of non-contract brands of infant formula with medical documentation.” We have the following questions related to this provision: (1) What are the typical qualifying conditions when infants are issued non-contract formula with medical documentation?	Medical documentation is required for WIC Eligible Nutritionals and Exempt infant formulas. Qualifying conditions could include: Prematurity, Failure to Thrive, Severe food allergies requiring an elemental formula, metabolic disorders, low birth weight, GI disorders, or Malabsorption syndromes or diseases that impair ingestion/digestion, or absorption of nutrients.
15	Solicitation	7	How many infants are issued non-contract standard (non-exempt) infant formulas in an average month.	None
16	Solicitation	7	Please provide a listing of the non-contract standard formulas issued in each of the last six months. Please include the brand name and quantities of this formula.	Non-contract standard formulas have not been issued.
17	Solicitation	7	Are medical foods issued to Indiana WIC infants? If yes, please provide the number of infants who receive such products in an average month.	Infants are not issued medical food.
18	Solicitation	7	Please provide a listing of the medical food products issued to infants in each of the last six months.	Medical foods (now called WIC-eligible nutritionals) are not issued to infants.

19	Solicitation	8	Section 1.6 – Please confirm the questions and answers will be incorporated into the final contract resulting from this bid. Please further confirm answers to bidders' questions will take precedence over the other documents in the bid package.	The final contract resulting from this bid will incorporate information from the bidder's response packet. Answers to bidders' questions will serve to clarify less specific language in the bid packet.
20	Solicitation	8	Section 1.7 - What is meant by an "original CD-ROM"? How would an original CD-ROM differ from copies on CD-ROM?	The word "original" is unnecessary in this phrase; any CD-ROM containing the necessary files will be considered acceptable.
21	Solicitation	8-9	Section 1.7 - Please provide the name, phone number or email addresses of the appropriate person for Respondents to contact so we can confirm that bids have been received by the State.	The ISDH Procurement Office primary contact is Pamela Hartman, and she can be reached by phone at 317-234-3544 and by email at PHartman@isdh.IN.gov
22	Solicitation	9	Section 1.7 – We request the State delete the provision stating, "No more than one bid per Respondent may be submitted." Please confirm it is permissible to hand deliver a second bid if Respondents are unable to confirm receipt by private carrier on the due date or the day before the due date. In the alternative, please provide a process by which bidders can hand deliver a bid package if they are unable to verify receipt of their original bid.	If the State is unable to confirm receipt of a bid packet, delivery of a second identical bid packet by the Respondent is acceptable. The State will not accept multiple bid packets of varying content from a single bidder or Respondent.
23	Solicitation	9	Section 1.7 - Please provide an address for the Auditorium listed as the location for the public bid opening. Are there any restrictions on access to the building?	Indiana State Department of Health Rice Conference Room 2 North Meridian Street Indianapolis, IN 46204 There are no restrictions on access to the building.
24	Solicitation	9	Section 1.7 - Please confirm the State will read aloud the following information contained on page 1 of the Bid Sheet: Product Name Being Bid, the Unit Size, Reconstituted Ounce Per Unit, Lowest Wholesale Full Truckload Price Per Unit, Rebate Bid Per Unit, Net Cost, and Percent Rebate, and on page 2 the corresponding data populated in columns (C), (J), (K), (L), (M), and (N).	The state will read aloud the following information contained on page 1 of the bid sheet: Product Name Being Bid, the Unit Size, Reconstituted Ounce Per Unit, Lowest Wholesale Full Truckload Price Per Unit, Rebate Bid Per Unit, Net Cost, and Percent Rebate, and on page 2 the corresponding data populated in columns (C), (J), (K), (L), (M), and (N).
25	Solicitation	9	Section 1.7 - Would the State be willing to provide a call-in number for those bidders unable to attend the bid opening in person?	Yes. The conference toll-free number is 1-877-422-1931. Dial the participant passcode: 6949852784#. Wait to be added to the conference.
26	Solicitation	9	Section 1.9 - Contract Discussions – Are there any limitations on the changes that may be requested to the sample contract?	The State contract boilerplate includes certain clauses that cannot be removed, including but not limited to the following: Duties of Contractor, Rate of Pay, Terms of Contract, No Investment in Iran, Drug-Free Workplace Certification, Employment Eligibility Verification, Funding Cancellation, Governing Laws, Non-Discrimination Clause, Boilerplate Affirmation Clause, and Non-Collusion Statement.
27	Solicitation	10	Section 1.12 – In order to allow bidders to submit their best possible price to the State, we strongly encourage the State to require mutual consent for contract renewals. Please confirm this change will be made.	Change will not be made.
28	Solicitation	12	Section 1.17 - Summary of Milestones – This section states the Contract Effective Date is April 2, 2015 through September 30, 2016. Why has the State provided a Contract Effective Date that is 6 months prior to the end of the existing contract? What is expected from the new Contractor during the period April 2 through September 30, 2015?	The effective date of the contract may start as early as April 2, 2015 because some contract duties may begin at that time. The new contract has a projected April start date to allow us time to appropriately plan for a transition if a different formula manufacturer is awarded the bid. No actual rebate eligible formula would be redeemed under the new contract until October 1, 2015. A substantial amount of time is needed as we will also be transitioning our management information system and moving towards EBT.
29	Solicitation	12	Section 1.17 - Summary of Milestones - We strongly urge the State to amend the solicitation to remove any ambiguity regarding when rebates will be paid under the new contract resulting from this solicitation. Please confirm the winning bidder will not begin paying rebates on infant formula vouchers redeemed prior to October 1, 2015.	No rebate eligible formula would be issued under the new contract until October 1, 2015. The winning bidder will not begin paying rebates on infant formula vouchers issued prior to October 1, 2015.
30	Solicitation	12	Section 1.17 – Contract Effective Date – When there is a change in a WIC sole-source infant formula contract, there is considerable confusion at the retail level regarding minimum stocking requirements and the responsibilities of the existing contract holder and the new contract holder. In order to minimize such confusion we strongly urge the State to change the Contract Effective Date to October 1, 2015. Making this date change will not alter the obligations of the new contract holder. The new contract holder will still be required to take all necessary steps to ensure its products are available on shelf by October 1, 2015. We again urge the State to change the Contract Effective Date to October 1, 2015. Please confirm this change will be made.	No change will be made.

31	Solicitation	12	Section 1.17 – To address the concerns in the previous question, we strongly urge the State to change the Bid Submission date to no earlier than June 1, 2015 and the Contract Award date to June 15, 2015. Please confirm this change will be made. We note the previous WIC Infant Formula Rebate award was not made until July 15, 2011 with a Contract Effective Date of October 1, 2011.	No change will be made.
32	Solicitation	12	Section 1.17 – Similarly, the process for transitioning from the current contractor to the new contractor should be specified in this solicitation. We consider it a material provision regarding the terms of the solicitation. Therefore, we request the State include provisions detailing the method by which participants will be transitioned to the new contractor's products. For example, will participants entering the WIC clinic on August 1, 2015 receive vouchers for August, September, and October that include the existing contractor's products, or will the August and September voucher cover the existing contractor's products and the October voucher cover the new contractor's products? Please provide more details on the voucher issuance process to be used during the contract transition. We request the solicitation be amended to include such details.	No rebate eligible formula will be issued under the new contract until October 1, 2015.
33	Solicitation	12	Section 1.17 – Contract Award – How will Respondents be informed of the contract award? Will all bidders be notified? We request all bidders be notified by email as soon as the award is made?	Once the award is determined the executed contract purchase order will be sent to awarded vendor via email. All respondents will be notified via email of the contract award.
34	Solicitation	14	Section 2.2.4. –We request the State delete the last two sentences in this section. At minimum, we urge the State to delete the following phrases in the last sentence of this section: "including efficacy", "container description", "side effects", "out-of-stock date" and "product recalls". We do not understand what is being requested in this section. The safety and nutritional requirements of infant formula is highly regulated by the Infant Formula Act as administered by the Food and Drug Administration. Therefore, we urge the State to delete the phrases specified above. Please confirm this change will be made.	No change will be made.
35	Solicitation	14	If a Respondent does not offer a soy product that meets the minimum requirements specified in Table 4 of USDA's WIC regulations (246.10(d)(12)) – i.e., 19 kcal soy products – is the Respondent required to subcontract with another manufacturer to supply soy-based infant formula that conforms to the minimum WIC requirements?	Yes. Primary contract formula must meet 20 kcal per fluid ounce at standard dilution.
36	Scope of Work	1 of 11	Payment of Rebate – Please confirm the State intends to prorate the interest amount due by the number of days the payment is late? For example, if payment is received 10 days late, will the interest be calculated as one-third of the 1% penalty? We request the State amend the solicitation to clarify the interest will be prorated. Doing so will encourage prompt payment by the contractor once it has discovered the payment is overdue.	Penalty for late payments of amounts due on public contracts is outline under State Law IC 5-17-5-1.
37	Scope of Work	1 of 11	Technical Specifications – Please amend the second sentence of the second paragraph by replacing "intends for" with "will expect".	This change will not be made.
38	Scope of Work	2 of 11	New and Existing Infant Formula – Please confirm all bidders must supply at least one standard milk-based and one standard soy-based infant formula that provides 20 kilocalories per fluid ounce of formula at standard dilution.	Confirmed.
39	Scope of Work	2 of 11	New and Existing Infant Formula – Please further confirm infant formulas offering only 19 kilocalories per fluid ounce of formula at standard dilution do not meet the minimum requirements of the WIC Program and therefore are not eligible to be the primary contract infant formula for the Indiana WIC Program.	Primary contract formula must meet 20 kcal per fluid ounce at standard dilution.
40	Scope of Work	2 of 11	New and Existing Infant Formula – Similarly, please confirm bidders offering only 19 kilocalorie formulas may not submit bids for this WIC Rebate solicitation.	Primary contract formula must meet 20 kcal per fluid ounce at standard dilution.
41	Scope of Work	2 of 11	New and Existing Infant Formula – Does the Indiana WIC Program intend to authorize contract infant formulas that do not meet the minimum WIC requirements as specified in Table 4 at 246.10(e)(12)?	No.

42	Scope of Work	2 of 11	New and Existing Infant Formula – If Indiana WIC agrees to authorize contract infant formula products providing only 19 kcal per serving, what medical indication will be required to support the medical documentation requirements for issuance of such products?	Primary contract formula must meet 20 kcal per fluid ounce at standard dilution.
43	Scope of Work	2 of 11	New and Existing Infant Formula – Please confirm infant formulas that do not meet the minimum requirements specified in Table 4 of the USDA WIC regulations (246.10(e)(12)) cannot and will not be issued by Indiana WIC if such products are not the contract formula.	Confirmation provided.
44	Scope of Work	2 of 11	Primary Contract Infant Formula – Is it permissible under the terms of the contract resulting from this solicitation for a Contractor to replace the primary contract formula with a product that does not meet the WIC minimum infant formula requirements per Table 4? If yes, please explain how that conforms to USDA regulations. If no, what actions would the State take in response to such a change in the primary contract brand formula?	No. State action cannot be determined at this time.
45	Scope of Work	3 of 11	Responsibilities for the Indiana WIC Program – Would the State consider amending its position on the issuance of non-contract brand infant formulas if the only alternate formulas available to WIC participants are those that do not meet the minimum WIC requirements?	No.
46	Scope of Work	4 of 11	Please confirm the State will fully cooperate with the Contractor when the Contractor is conducting an audit and the State will comply with all reasonable requests for information necessary to conduct a proper audit.	The State will cooperate with audit and data requests.
47	Scope of Work	4 of 11	Please include a provision under Section 4. Responsibilities for the Indiana WIC Program, acknowledging the Contractor may recover funds in instances in which fraud has been discovered, and it has been further determined the Contractor was overbilled for infant formula.	Provision will not be included.
48	Scope of Work	4 of 11	Responsibilities of the Contractor – Per our previous question, we strongly urge the State to clarify that the effective date for the payment of rebates under this contract will apply only to Food Instruments redeemed after October 1, 2015. We strongly urge the State to amend this provision to require wholesalers and Indiana WIC Program vendors to be contacted at a later date, but no earlier than July 1, 2015. Contacting wholesalers and retailers six months prior to the expiration of the current contract will create significant confusion among retailers regarding which products must be on shelf and by what date. We believe this is a critically important issue and must be addressed by the State prior to the submission of bids. We again strongly urge the State to amend this section by making it clear the existing Contractor's products will be the contract brand infant formula through the effective date of the existing contract.	Effective date for payment of rebates under this contract will apply only to Food Instruments redeemed after September 30, 2015. Indiana WIC will agree to move this date to: no later than July 1, 2015. Retailers and wholesalers need time to adjust PLANOGRAMS and inventories. Clear communication to wholesalers and retailers should significantly reduce confusion as to which products and by what date new products must be on the shelf.
49	Bid Sheet	2	Page one of the Bid Sheet states "CARRY ALL FIGURES TO THREE (3) DECIMAL PLACES." Page two of the Bid Sheet states "ALL FIGURES MUST BE AT LEAST THREE (3) DECIMAL PLACES." Please clarify the number of decimal places to be used when submitting bids.	Three decimal places should be used.
50			If a participant visits a WIC clinic on June 15, will the participant be issued one voucher with a "date of first use" of June 15? What will be the date of first use for the remaining two vouchers issued to that participant?	Sufficient context is not provided to appropriately answer this question.
51			Please provide a brief overview of the procedures currently in place to prevent fraud, waste, and abuse in the WIC Program.	Indiana WIC complies with USDA required policies and procedures regarding program integrity.
52			How many vendors have been disqualified from the Indiana WIC Program in each of the last three years?	Less than five.
53			How many vendors have been disqualified based on fraudulent transactions or other instances of fraud?	Zero
54			Has the State identified any instances of fraud, either by authorized vendors or by WIC participants in the last five years? If yes, what actions were taken in response to these findings?	The State has not identified instances of vendor fraud. Alleged WIC participant fraud is investigated and sanctioned pursuant to Indiana's sanction schedule.
55			Would the State consider providing a specific "checklist" describing the items that must be contained in the bid envelope?	A checklist for bidders can be found in Appendix B of the Vendor Handbook, located online at http://www.in.gov/idoa/files/VendorHandbook.pdf

56			Please explain the Protest procedures that would apply to this solicitation	Prior to contract award, but after the solicitation has been released, a potential bidder or respondent may submit a written letter of protest regarding inadequate or restrictive specifications. Such protest must be received by the State not more than five (5) business days (as defined by the State work calendar) prior to the proposal or bid due date and time. More information is available at http://www.in.gov/idoa/2476.htm
57	RFP	1.3 - Page 5	As stated, The State evaluates rebates for all physical forms (concentrated liquid, powder, and ready-to feed (RTF)), of a milk-based that meets the requirements under §246.10(e)(1)(iii)7(2)(iii), and is suitable for the routine issuance to the majority of the generally healthy, full term infants (§246a(c)(4)(i)&(ii)). Please confirm the sections that should be noted are: a. §246.10(e)(1)(iii)&(2)(iii) b. 246.10(e)(1)(iii)&(iv)	Confirmed.
58	RFP	1.7 - Page 9	Please confirm the following will be read aloud at the Public Opening: a. Manufacturer b. Product Being Bid c. UPC Code d. Unit Size e. Reconstituted Ounce Per Unit f. Lowest Wholesale Full Truckload Price Per Unit g. Rebate Bid Per Unit h. Net Cost i. Rebate Percent j. Total Net Cost Per Month	Items A through J will be read aloud at the public opening.
59	RFP	1.7 - Page 9	Please provide the email address and phone number for the appropriate contract person so the bidder may confirm the bid was received intact and unopened.	Pamela Hartman phartman@isdh.in.gov 317-234-3544
60	RFP	1.8 - Page 9	As stated, the contract will be awarded to the responsive and responsible bidder offering the lowest total monthly net price for a standardized number of units of infant formula, or the highest monthly rebate (§246.16a(c)(5)(ii)). Please confirm the contract will be awarded to the bidder with the lowest total monthly net price for a standardized number of units of infant formula per Section 2.3. If confirmed, please strike "or the highest monthly rebate" in section 1.8. If not confirmed, please detail which section (1.8 or 2.3) is correct.	The contract will be awarded to the responsive and responsible bidder offering the lowest total monthly net price for a standardized number of units of infant formula (§246.16a(c)(4)(ii)). Change will be made to the bid document.
61	RFP	1.9 - Page 9	As stated, any requested changes to the sample contract must be submitted with your response. Does the sample contract need to be submitted with the response if no changes are requested?	No
62	RFP	1.10 - Page 10	Contracts with mutual extension options are more attractive to potential bidders. Please amend the extension options to mutual.	The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one year renewals for a total of four (4) years at the State's option.
63	RFP	1.17 - Page 12	As stated, the Contract effective date is April 2, 2015 through September 30, 2016. a. Please edit the effective date to reflect October 1, 2015 as the term contract start. If not amended, please explain why the Contract effective date is listed as April 2, 2015. b. Please amend the term contract effective end date to September 30, 2017. If not amended, please explain why the contract effective date does not reflect September 30, 2017 as stipulated in section 1.10 (the term of the contract shall be for a period of two years from the date of contract execution) as the end date of the term contract.	A. The effective date of the contract may start as early as April 2, 2015 because some contract duties may begin at that time. The new contract has a projected April start date to allow us time to appropriately plan for a transition if a different formula manufacturer is awarded the bid. No actual rebate eligible formula would be redeemed under the new contract until October 1, 2015. A substantial amount of time is needed as we will also be transitioning our management information system and moving towards EBT. B. The contract effective date is from April 2, 2015 through September 30, 2017. There may be two one year renewals for a total of four years at the State's option.

64	Sample Contract	27. - Page 10 of 19	Please confirm the Insurance certificates do not need to be submitted with the response.	The Insurance clause in the State contract boilerplate is based on assessment of risk when the Contractor is acting on behalf of the State. This is a nonrequired clause that can be modified at the discretion of the ISDH Chief Financial Officer. When a contract is being developed with the winning bidder, this clause can be negotiated to best meet the needs of both the State and Contractor.
65	Sample Contract	34. - Page 13 of 19	In the order of Precedence, where do the Questions and answers fall? Are the Questions and Answers considered part of the Contract or part of the RFP?	Questions are considered a part of the bid process. Contractual issues can be negotiated after the award.
66	Sample Contract	36. - Page 13 of 19	Please confirm that section 36 does not apply to this contract.	Section 36 would apply to this contract.
67	Sample Contract	40. - Page 14 of 19	Contracts with mutual extension options are more attractive to potential bidders. Please amend the extension options to mutual.	Option will not be added.
68	Sample Contract	44. - Page 15 of 19	Please confirm that Termination rights apply to the Contractor as well as the State.	The State contract boilerplate does include a clause whereby the Contractor may cancel and terminate a contract if the State fails to correct or cure any material breach of the contract. The State is protected by Termination for Convenience and Termination for Default clauses required by the Department of Administration. The State contract manual indicates that Mutual Termination for Convenience Clauses are generally unacceptable and will likely result in a rejection of a contract.
69	Sample Contract	44. - Page 15 of 19	We request this section be amended to require 120 days written notice to the Contractor to terminate this contract for convenience. We note the State would need time to re-bid the contract. Please confirm that the Termination rights under this contract are reciprocal.	Request is not accepted. The State contract boilerplate does include a clause whereby the Contractor may cancel and terminate a contract if the State fails to correct or cure any material breach of the contract. The State is protected by Termination for Convenience and Termination for Default clauses required by the Department of Administration. The State contract manual indicates that Mutual Termination for Convenience Clauses are generally unacceptable and will likely result in a rejection of a contract.
70	Scope of Work	1. - Page 1 of 11	Please change the terms of this section to reflect payment must be received by the State within 30 days of receipt of the invoice.	Scope of work has been revised.
71	Scope of Work	1. - Page 1 of 11	As stated, The Contractor must notify ISDH of any disputes or errors in the invoice within sixty (60) days of the invoice sent date. Please confirm this is reciprocal and the 60 day notification period applies to invoice errors discovered by the State.	Confirmation not provided. The 60 day notification period is not reciprocal.
72	Scope of Work	Page 3 of 11	Has the State requested Advance Payments during the course of the current contract? If confirmed, please supply the number of Advance Payments requested.	Yes. One advance payment.
73	Scope of Work	5. - Page 4 of 11	Please confirm in the event the state is unable to issue the physical form of the issued contract brand infant formula, the first choice of issuance will be other physical forms of the contract brand infant formula and the second choice of issuance will be another sub brand in the manufacturers portfolio.	The first choice would be other physical forms of the contract brand infant formula dependent on infant's needs or another contract formula choice.
74	Appendix F	F-6 through F-9	Please confirm these forms do not need to be submitted with the response. Please confirm that these forms will need to be submitted by the winning Contractor after the contract has been awarded.	These forms do not need to be submitted with the response. The forms will be submitted by the winning Contractor after the contract has been awarded.
75	Cost Proposal	Page 2	Please modify Page 2 to include and account for Manufacturers differing reconstituted ounces per unit which will affect the number of reconstituted ounces issued per month (based on Max). Currently the number of reconstituted ounces issued per month is hard-coded. An example of a modified sheet is attached.	This information will be entered into page 1 and carried over into page 2.
76	RFS	Page 7 - Section 1.4	In connection with the implementation of EBT, please answer the following questions: (1) Will the state be using a rolling 30 day benefit issuance period or a calendar month benefit period? (2) Please describe the circumstances in which a participant's benefits would be prorated. (3) If a calendar benefit period will be used and benefits are prorated during the participant's initial benefit period, please explain how the initial proration affects the total number of cans to be rebated for the participant for the length of time the participant is receiving infant formula benefits. For example, if a participant receives a prorated amount during the first benefit period (i.e. 5 cans powder - 90 oz reconstituted) will that participant then receive full monthly allotments for the next 12 calendar months? (4) Please explain any impact on the rebate invoice expected to result from the transition to EBT.	1) Rolling 30 day (2) Changes to the number of participants within a household during a benefit period would result in proration. (3) N/A (4) EBT will eliminate the need for a partial redemption factor.

77	RFS	Page 7 - Section 1.4	Please confirm that the State only allows exempt non-contract brands of infant formula to be issued to participants with medical documentation.	Medical Documentation is required for all exempt infant formula issuance.
78	RFS	Page 7 - Section 1.5	(1) Please confirm that Attachment B is the document titled "WIC Infant Formula Rebate - Bid Sheet". (2) If confirmed, please change the attachment number in the header on this form to reflect Attachment B.	(1) Confirmed (2) The "WIC Infant Formula Rebate- Bid Sheet" document has been amended.
79	RFS	Page 7 - Section 1.5	Attachment E - 2014 Infant Formula Rebate Invoice Report only reflects one monthly invoice. Please provide six months of invoice data so that all potential bidders have access to the same data.	Attachment E has been amended.
80	RFS	Page 9 - Section 1.7	(1) Please provide the address, including room number, for the public bid opening. (2) Also, please confirm that the following data elements from the WIC Infant Formula Rebate-Bid Sheets will be read aloud: Manufacturer name, Physical Form, Product Name Being Bid, Unit Size (in Ounces), Reconstituted Ounces Per Unit, Lowest Wholesale Truckload Price Per Unit, Rebate Bid Per Unit, Net Cost, Percent Rebate, Total Net Cost and Total Net Cost per Month. (3) If not confirmed, please advise what data elements from the bid sheets will be read.	In accordance with the Healthy, Hunger – Free Kids Act of 2010 (Public Law 111-296), all Bids will be read aloud beginning at 11:15 a.m. Eastern Time on February 2, 2015. The Bids will be read aloud in the Indiana State Department of Health, Rice Auditorium (§246.16a(c)(1)(ii)). Indiana State Department of Health Meridian Street Rice Conference Room, LL-033 Indianapolis, IN 46204. All of the information in (2) will be read aloud. 2 N.
81	RFS	Page 10, Section 1.10	Contracts with mutual extension options can be more attractive to potential bidders. Please revise the extension options to be mutual instead of at the State's option.	The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one year renewals for a total of four (4) years at the State's option.
82	RFS	Page 10, Section 1.10	Please provide a copy of the USDA Policy Memo 94-6 as we were unable to locate it on the USDA website.	When USDA provides Indiana with policy memo 94-6 we will publish it.
83	RFS	Page 11, Section 1.15	(1) The first sentence is unclear. Please revise to read "By submitting a response to this Bid Solicitation, Respondent represents that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions." (2) Please provide the definition of "principals" as used in this section. (3) Please confirm that the Respondent's certification does not apply to personal obligations of the principals of Respondent which are unrelated to the business of Respondent. (4) If not confirmed, please provide a detailed explanation of what the Respondent's principals would need to report personal financial information to the State.	(1) Revised to read the following is approved "By submitting a response to this Bid Solicitation, Respondent represents that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions." (2) Principals is defined as "any person/organization acting on behalf or representing the respondent" (3) The Respondent's certification does not apply to personal obligations of the principals of Respondent which are unrelated to the business of Respondent.
84	RFS	Page 12, Section 1.17	Because of the amount of analysis and approvals required for a contract of this size, please confirm the State will allow 10 business days between the day responses to questions are published and the bid due/opening date, if the answers to questions are delayed.	Confirmed.
85	RFS	Page 12, Section 1.17	(1) Please confirm that the contract award will be forwarded to all manufacturers that submit a bid package. (2) Also, please describe how the award notification will be communicated.	All respondents will be notified via email of the contract award. The winning bidder will be contacted by the ISDH Division of Finance to execute a contract and purchase order.

86	RFS	Page 12, Section 1.17	(1) Please confirm that the current WIC Formula Cost Containment contract ends on September 30, 2015. (2) If not confirmed, please provide the appropriate end date of the contract. (3) If confirmed, please change the contract start date in Attachment A, Section 5 and please correct the contract effective date to a two year contract, per section 1.10 of this document, beginning October 1, 2015 and ending September 30, 2017. (4) If the start date for the contract resulting from this solicitation does not start after the end of the current contract, please explain how the State can remain in compliance with governing federal regulations and have two contracts in place at the same time.	1) Confirmed. (2) N/A (3) No (4) Only planning and transition work will occur prior to October 1, 2015. Actual rebates will not transition to the new contract until October 1, 2015.
87	RFS	Page 13, Section 2.2.2	The requirement to provide the types and quantities of infant formula maintained by the bidders wholesale distributors is an unreasonable request. We do not have access to inventory records for many wholesale distributors. In addition, the inventory levels for the winning bidder would likely be greatly increased to provide for the additional WIC volume. (1) Please remove this requirement for the bid submission. (2) If not removed, please confirm that monthly average number of cans purchased by the wholesale distributor would fulfill this request?	This information is important as Indiana WIC has previously experienced problems with formula manufacturers stating only certain warehouses and/or distributors carry certain types of formula. This information impacts our decision whether to authorize a formula. Indiana will not authorize formulas that are not widely distributed as participants struggle to locate them. The last sentence of 2.2.2 will be amended to read, "The Respondent must also provide a table that includes distribution entity name and types of infant formula maintained."
88	RFS	Page 14, Section 2.2.3	(1) Please confirm that a single statement acknowledging that the bidder will comply with the terms in the Scope of Work - Attachment A will suffice for this section, since that document will be part of the awarded contract. (2) If not confirmed, please describe what information is necessary to comply with this section.	If a single statement summarizes the Respondent's ability to fulfill the scope of work, then one statement may be submitted.
89	RFS	Page 14, Section 2.2.4	The product information required in this section is highly confidential. Since this product information should only be needed for the winning bidder's products, please revise this section to state that the winning bidder is required to provide this information after the contract award. If not revised, please provide answers to the following questions about this section: (1) Please confirm that providing the products medical indication is sufficient to meet the requirements regarding product efficacy. (2) If not confirmed, please provide a detailed description of what is meant by product efficacy regarding infant formula. (3) Please confirm a bidder can provide recall information for the last year to fulfill the requirement for this section. (4) If not confirmed, please provide the time period the State is requesting. (5) Please describe what is meant by "out of stock date". (6) Please explain why you would need information on side effects for infant formulas.	(1) Medical indication is sufficient but does not fully answer describe efficacy per medical indication. (2) Please provide clinical literature on how each medical indication is obtained. (3) Recall informatino for one year is sufficient. (4) See (3). (5) "Out of stock date" language will be removed from the bid document. (6) The State has requested the information.
90	RFS	Page 14, Section 2.3.2	The USDA regulation cited in this section appears to be incorrect. Please revise this section to reflect the appropriate regulation.	Citation will be changed to 7 CFR 246.16a(c)(2)(i).
91	RFS	Page 14, Section 2.3.3	The USDA regulation cited in this section appears to be incorrect. Please revise this section to reflect the appropriate regulation.	The USDA regulation cited in this section should be §246.16a(c)(7)(i-iii).
92	RFS	Page 15, Section 2.3.4	To better ensure that retail price adjustments which affect the rebate per can applied to the invoice accurately correspond to the retail price per can reimbursed to the vendor by the State, please revise this section to state "...will result in an automatic rebate increase or decrease on a cent - for - cent basis on the first day of the month <u>following the month</u> in which the price increase or decrease has occurred..." If changed, please revise the language in Section 3 - Adjustments on page 3 of 11 in Attachment A.	Change will not be made.

93	RFS	Pages 14 & 15, Sections 2.3.2., 2.3.3 and 2.3.4	(1) Please confirm that the bidder's signature on the bid will fulfill the requirement to acknowledge these sections. (2) If not confirmed, please confirm that a statement acknowledging that the bidder will comply with these sections is sufficient?	See Response in Question 14.
94	Attachment A	Page 1 of 11, Section 1	(1) Please confirm that there is no time limit on disputes arising from fraud or other illegal activity by the State that prevents the Contractor from being able to identify the incorrect billing earlier. (2) If not confirmed, please confirm that the time limit on an invoice of this type will begin when the fraud or illegal activity is detected.	The State contract boilerplate clause 16 describes the standard methods by which disputes are resolved between the State and the Contractor. Please refer to the sample contract to review this language.
95	Attachment A	Page 1 of 11, Section 1	Please confirm that ISDH also has 60 days from the invoice sent date to notify the Contractor of any errors in the invoice or disputed over/under billing will be waived.	See Response in Question 71
96	Attachment A	Page 1 of 11, Section 2	The USDA regulation cited in the first and last paragraph of this section appears to be incorrect. Please revise this section to reflect the appropriate regulation.	The USDA regulation cited in the first and last paragraph of this section should be §246.16a(c)(7)(i-iii).
97	Attachment A	Page 1 of 11, Section 2	Rebate payments are based on the number of cans on redeemed checks for the "Contractor's brands printed on the checks..." Please confirm that exempt infant formulas are excluded from the calculation for rebates.	Exempt infant formulas are excluded from the calculation for rebates §246.16a(c)(7).
98	Attachment A	Page 2 of 11, Section 3	Please revise this section to read "...Contractor will pay a rebate that yields the <u>same percentage discount</u> for the substitute formula it issues..."	Change has been made to Attachment A.
99	Attachment A	Page 2 of 11, Section 3	The USDA regulation cited in this section appears to be incorrect. Please revise this section to reflect the appropriate regulation.	The USDA regulation to be cited in this section should be §246.16a(c)(8).
100	Attachment A	Page 3 of 11, Section 3	An advance payment provision is not appropriate for a rebate contract because it is in effect a loan to the state – not a rebate payment. (1) Please remove the advance payment provision. (2) If not removed, please reduce the number of advance payment provisions to one (1) per contract year. (3) If not removed, please provide the number of advance payments the State has received per year during the current contract.	We will negotiate advance payment options with the winning bidder. The current Attachment A will not be changed for this question.
101	Attachment A	Page 4 of 11, Section 4	The USDA regulation cited in this section appears to be incorrect. Please revise this section to reflect the appropriate regulation.	The USDA regulation to be cited in this section should be §246.16a(c)(5)(i).
102	Attachment A	Page 4 of 11, Section 4	Please confirm that the State would substitute an alternate brand of the contractor's product line before issuing a non-contract brand.	IN WIC does not issue non-contract formula.
103	Attachment A	Page 4 of 11, Section 4	Will the State consider providing a pseudo participant number in the monthly data files (similar to pseudo vendor numbers)? Providing a pseudo participant number will provide the needed participant confidentiality while allowing the Contractor to audit issuance information.	State will provide participant ID.
104	Attachment A	Page 4 of 11, Section 5	Please confirm that the State will provide a list of all Indiana WIC Program vendors including vendor name, address, city, state and zip in order for the Contractor to notify them of the contract change as required.	Confirmed.

105	Attachment A	Page 11 of 11	(1) Please provide the estimated time for the Indiana WIC Program to incorporate the new partials methodology. (2) Please confirm that the Contractor will be allowed to review and comment on the new methodology prior to implementation?	Partial redemption factors will be used until EBT is implemented and check issuance has been ceased.
106	Attachment B	Page 1	The "Percent Rebate" column only calculates to one (1) decimal point instead of the three (3) that are required. Please confirm that one (1) decimal point is sufficient for this calculation? If not confirmed, please revise this attachment.	Attachment B has been amended to show 3 decimals for "percent rebate."
107	Attachment B	Page 2	The footnote on page 2 indicates that the calculations are based on six months of data. Please provide the months that are included in the data on this page.	January - June 2014
108	Attachment C	Forms	Please advise if forms FNS-730, FNS-731 and FNS-732 are required for bid submission. If they are required, please provide the editable electronic versions of the forms.	Forms are not required with bid submission.
109	Attachment D		Please confirm that Attachment D, Sample Contract, does not need to be submitted as part of the bid package.	The sample contract is provided for the bidder's reference and does not need to be included in the bidder's response to the RFP.
110	Attachment D	Page 1 of 19, Section 2	This is a rebate bid where the contractor pays the State. Please revise this section to read "The <u>State</u> will be paid..."	Contractor agrees to provide a rebate to the State on every container of formula purchased by the State pursuant to the rates and procedures established in Attachment A. Change made to section.
111	Attachment D	Page 4 of 19, Section 13	Please describe what type of phase-in training will be required.	Section 13 Continuity of Services - Will Be Deleted
112	Attachment D	Page 10 of 19, Section 27	This is a contract to provide rebates on infant formula issued to WIC participants. (1) Please remove this section as this does not apply. (2) If not removed, please provide the reasons why general liability and automobile liability insurance is required when the only service that is provided under this contract is an electronic transfer of infant formula rebates.	The Insurance clause in the State contract boilerplate is based on assessment of risk when the Contractor is acting on behalf of the State. This is a nonrequired clause that can be modified at the discretion of the ISDH Chief Financial Officer. When a contract is being developed with the winning bidder, this clause can be negotiated to best meet the needs of both the State and Contractor.
113	Attachment D	Pages 11 & 12 of 19, Section 31	(1) Please confirm that this section is not applicable to this contract and will be removed. (2) If not removed, please confirm that if no subcontractor will be used to fulfill the requirements of this infant formula rebate contract that this section does not need to be completed and no monthly reports will be required.	The MBE/WBE clause in the State contract boilerplate exists to set standards for if an eligible subcontractor is used by the Contractor. If Contractor does not use an eligible MBE/WBE subcontractor, this language is not applicable to the agreement.
114	Attachment D	Page 13 of 19, Section 34	(1) Please confirm that the responses to written questions will be incorporated into the contract. (2) If confirmed, please indicate where the responses to questions will be in the order of precedence.	The final contract resulting from this bid will incorporate information from the bidder's response packet. Answers to bidders' questions will serve to clarify less specific language in the bid packet.
115	Attachment D	Page 15 of 19, Section 44	(1) Please confirm that the contractor will have the same termination rights as the State. (2) If not confirmed, please provide all the reasons why the contractor would not be allowed those rights.	The State contract boilerplate does include a clause whereby the Contractor may cancel and terminate a contract if the State fails to correct or cure any material breach of the contract. The State is protected by Termination for Convenience and Termination for Default clauses required by the Department of Administration. The State contract manual indicates that Mutual Termination for Convenience Clauses are generally unacceptable and will likely result in a rejection of a contract.
116	Attachment D	Page 16 of 19, Section 47	(1) Please confirm that this section is not applicable to this contract and will be removed. (2) If not removed, please confirm that if no subcontractor will be used to fulfill the requirements of this infant formula rebate contract that this section does not need to be completed and no monthly reports will be required.	The VBE clause in the State contract boilerplate exists to set standards for if an eligible subcontractor is used by the Contractor. If Contractor does not use an eligible VBE subcontractor, this language is not applicable to the agreement.
117	General Question		Please provide a checklist of documents that are required for bid submission.	A checklist for bidders can be found in Appendix B of the Vendor Handbook, located online at http://www.in.gov/idoa/files/VendorHandbook.pdf

118	General Question		Please confirm that documents and/or information regarding policies, procedures and operations of the WIC Program and infant formula monthly issuance allotments by brand and can size, infant age category and feeding method will be provided.	This information will be provided.
119	General Question		Please confirm the following: (1) The State will not issue quantities of infant formula in excess of the monthly maximums prescribed by federal law for each WIC participant. (2) The Contractor will not be required to pay rebates on quantities of infant formula in excess of the federal monthly maximums. (3) If rebates for quantities in excess of the federal monthly maximums are billed and rebated in error, the amounts associated with the over issuance and redemption will be reimbursed to the Contractor upon discovery. (4) If any portion of the above is not confirmed, please provided a detailed explanation of why such portion was not confirmed.	Confirmation is provided that the statements are correct.
120	General Question		(1) Please describe in detail how food instruments will be issued if there is a change in the contract infant formula provider. (2) Please provide this information for both the beginning of the contract and the end of the contract.	(1) Food instruments authorizing the purchase of the existing rebate manufacturer's product will be issued through September 30, 2015. Beginning October 1, 2015, all food instruments issued will authorize purchase of products pursuant to the terms of the rebate contract effective 10/1/15. (2) Same procedure will be followed at conclusion of new contract.